

A. G. Contract No. KR-89-0938-TRD
ECS FILE: IGA 89-50
Project: M-951-7-502/H2195 01C
Section: SR B40 - City of Winslow

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF WINSLOW

THIS AGREEMENT is entered into May 31, 1989,
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
City of Winslow, acting by and through its City Council, (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter Article 1, Section 3 to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the
City to provide restroom facilities within the right of way on
State Route 40B at the following location:

South of B40 westbound centerline roadway station
3067+15.11 miles.

NO. <u>13790</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>5-31-89</u>
<u>Don Shumway</u> Secretary of State
By <u>B. Vermillion</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will prepare plans for the restroom facility project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds.

3. The City shall pay for electrical power to operate and maintain the restroom.

4. The City shall furnish all water for the restroom facility installation during the construction phase, and all water hereafter necessary to properly operate and maintain the restroom facility, all at City expense.

5. After construction, the City shall maintain the restroom facility within the right of way.

6. The City hereby agrees to maintain the restroom facility in an attractive and sanitary manner, as it was designed and approved by the State; and the City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the State's "Uniform Traffic Control Requirements."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon the giving of 60 days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said restroom facility.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Roadside Development Services
205 South 17 Avenue, Room 228E
Phoenix, AZ 85007

City of Winslow
City Administrator
21 Williamson Ave.
Winslow, AZ 86047

7. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

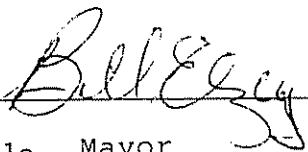
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

THE CITY OF WINSLOW

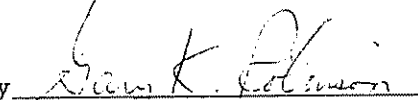
STATE OF ARIZONA

Department of Transportation

By


Title Mayor

By


GARY K. ROBINSON
Chief Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 11th day of April 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Winslow for the purpose of constructing a restroom facility on SR B-40 .

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.



CHARLES L. MILLER, Director
Arizona Department of
Transportation

RESOLUTION NO. 809

A RESOLUTION OF THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA APPROVING AN AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF A RESTROOM FACILITY AT SR B-40 AND AUTHORIZING THE MAYOR TO SIGN SAID AGREEMENT.

WHEREAS, be it resolved on this 9th day of May that the City Council of the City of Winslow has determined that the City of Winslow enter into an agreement with Arizona Department of Transportation for the purpose of constructing and maintaining a restroom facility at SR B-40.


NOW, THEREFORE, Bill Elzey, Mayor of the City of Winslow, is authorized to sign said agreement with the Arizona Department of Transportation for the construction and maintenance of a restroom facility at SR B-40.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF WINSLOW, ARIZONA, this 9th day of May, 1989.



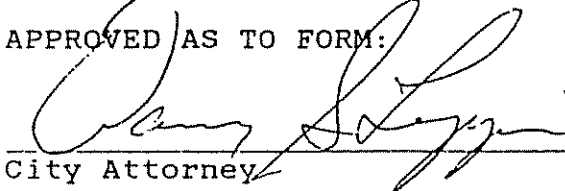
Mayor

ATTEST:

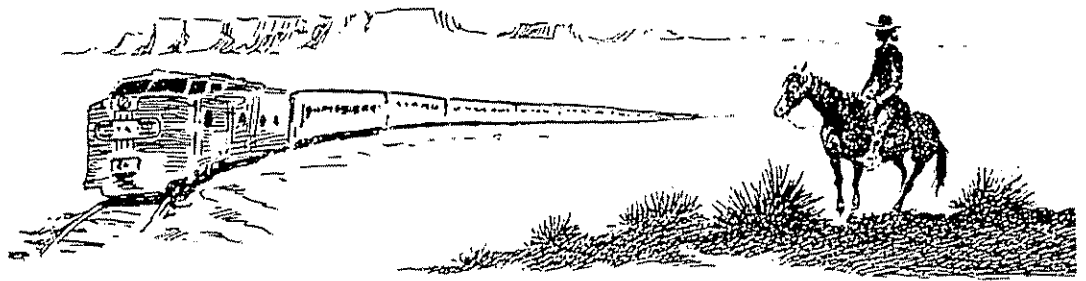


City Clerk

APPROVED AS TO FORM:



City Attorney



EXECUTIVE OFFICES
21 Williamson, City Hall
Winslow, AZ 86047
(602) 289-2422

May 16 1989

Mr. Frank Freeman, Administrator
City of Winslow
21 Williamson Avenue
Winslow, Arizona 86047

Re: Intergovernmental Agreement Between
State of Arizona and the City of Winslow
Project: M-951-7-502/H2195 OIC
Section: SR B40 - City of Winslow

Dear Mr Freeman:

Please be advised that I have reviewed the above referenced document and have determined that it is in proper form and that the City of Winslow is authorized, pursuant to Arizona law, to enter into said agreement.

Very truly yours,

Warner G. Leppin
City Attorney

WGL:td



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

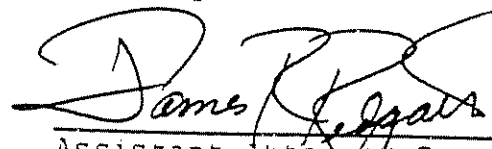
DETERMINATION

A. G. Contract No. KRS9-0938-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22nd day of May, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division